

# Boojum Institute for Experiential Education

## Participant Acknowledgement of Risks and Release of Liability Agreement

Name of Participant: (Print Clearly): \_\_\_\_\_

School/Organization: **Idyllwild Arts Academy** Program Location: **Idyllwild Arts Academy** Program Date: **9/15/09**

In consideration for the Boojum Institute for Experiential Education ("Boojum") permitting participation in the Boojum sponsored courses and activities, I, as the parent or legal guardian for myself and on behalf of the minor Participant, hereby represent, acknowledge and agree as follows:

### Acknowledgement and Assumption of Risks:

It is acknowledged that there are certain risks and dangers in Boojum activities conducted in either indoor or the outdoor setting, which cannot be eliminated without destroying the unique character of the activities. Exposure to natural elements cannot be controlled and may be harmful. Those risks include, but are not limited to, natural elements such as extreme or inclement weather, including rain, snow, lightning, extreme cold (frostbite or hypothermia), excessive heat (hyperthermia or heat exhaustion) and intense sunlight (sunburn or sunstroke). Injuries can occur from natural hazards including, wild animals, insects, reptiles, toxic plants, loose or falling rocks, sharp rock edges, wood splinters, falling trees, steep slopes, rugged terrain, flooding, ice and snow. Further, equipment failure and transportation in motorized vehicles to program sites can lead to accident. These risks or activities could result in property damage, injury to Participant or, in extreme cases, could result in permanent disability, trauma or death.

Participants who are rock climbing or using a challenge course will climb high rock walls, boulders, trees, poles, ropes, wires, while attached to a rope protection system and wearing a helmet. While participating in these activities, the Participant may slip or fall, which can lead to minor injuries, (such as scrapes, cuts, bruises, splinters or rope burn), or in extreme cases, more serious injuries, including permanent disability, trauma or death. The Participant could experience vertigo or other mental impairment brought on by exposure to heights or fear of falling.

It is acknowledged that decisions made by the instructors and participants in a wilderness setting, based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgments. Lapses of judgment or the careless conduct of other participants may cause the Participant injury.

### Release and Indemnity:

I hereby **release, hold harmless and agree not to sue** Boojum, its owners, officers, trustees, employees, representatives, volunteers, agents and contractors ("Released Parties"), with respect to **any and all claims of injury, disability, death, or other liabilities and loss of damage to person or property**, asserted by or on behalf of Participant, or by parents or guardian, resulting, directly or indirectly, from enrollment or participation in a Boojum activity or the use of its equipment or facilities.

This release includes injury, loss or damage caused or claimed to be caused in whole or in part by the negligence of Boojum and its agents. It is understood that in signing this document, rights are surrendered to make any claim or file a lawsuit against Boojum and/or its agents for personal injury, property damage, wrongful death, breach of warranty or contract, or under any other legal theory, except in cases of intentional wrongs or the gross negligence of Boojum and/or its agents.

I hereby **agree to defend and indemnify** Boojum and/or its agents from any claim for liability, loss, damages or expenses (including attorneys' fees) resulting from a claim brought by me or a member of my family for loss or damage in any way arising out of participating in Boojum activities, or use of its equipment or facilities.

This Release shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. (This section regarding release of indemnity does not apply to activities on Federal lands.)

This Agreement will be interpreted and construed according to the laws of the State of California, and in the event of any legal action relating to this Agreement or any of the subject matter covered by it, such legal action will be initiated, maintained, and decided only in Riverside County, California.

If any portion of this Agreement is found to be invalid or unenforceable, the remaining portion shall nevertheless remain in full force and effect.

THE PARTICIPANT, AND THE PARENT(S) OR GUARDIAN OF A MINOR PARTICIPANT, HAVE EACH READ THIS DOCUMENT AND UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS, WHICH SHALL BE BINDING UPON THEM, THEIR HEIRS, ESTATE, EXECUTORS, AND ADMINISTRATORS. The parent or guardian confirms that they have the authority to make this commitment.

Signature of Participant: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

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